

Memorandum



Date: October 19, 2004

Agenda Item No. 7(F)(1)(C)

To: Honorable Chairperson Barbara Carey-Shuler, Ed.D.
And Members Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Lease Agreement and Assignment of Lease with United States Development Ltd. at
11865 S.W. 26 Street, Miami, for the State of Florida Department of Health,
Miami-Dade County Health Department
Property # 4912-00-00

The attached Lease Agreement and Assignment of Lease Agreement has been prepared by General Services Administration at the request of the State of Florida Department of Health, Miami-Dade County Health Department and is recommended for approval.

PROPERTY: 11865 S.W. 26th Street, Building I, Suite 6, Miami

OWNER: United States Development Ltd.
a Florida Limited Partnership

COMPANY PRINCIPALS: Luis Cruz, President - 100%

USE: 2,070 square feet of air-conditioned medical and clinical space.

JUSTIFICATION: The Miami-Dade County Health Department desires to utilize this facility for its Women's Health/Family Planning Program. This program serves the women in the community by offering educated choices throughout their child-bearing years. The program has fully licensed clinical staff who assist with medical services, and provide education, counseling and appropriate referrals. The program has been located and serving clients in the West Dade area for four years.

LEASE TERM: Five years with one additional five-year renewal option period

RENTAL RATE: Annual rent for the first year will be \$41,400.00, which is equal to \$20.00 per square foot. The annual base rent for years two through five of the initial lease term as well as each year of the first renewal option period will be increased by \$.50 per square foot per year.

The total financial impact for year one of the lease agreement is estimated to be \$50,419.00, which is comprised of the following:

Annual Rent	\$41,400
Phones/Data Installation	\$ 4,000
Relocation (Staff/Equipment)	\$ 1,500
Lease Management	\$ 1,656
Janitorial	<u>\$ 1,863</u>
Total Estimate:	\$50,419

LEASE CONDITIONS: Full-service lease. The Landlord is responsible for electricity, janitorial and custodial services in common areas, water, sewer charges and trash disposal services.

EFFECTIVE DATES: Commencing upon approval by the Board of County Commissioners, unless vetoed by the Mayor, and if so, shall become effective only upon an override of this Board and acceptance by tenant; and terminating five years thereafter.

CANCELLATION PROVISION: Tenant may cancel after the initial first year period by giving 120 days prior written notice.

FUNDING SOURCE: State of Florida Funds. This item has been budgeted by the State of Florida Department of Health, Miami-Dade County Health Department.

OTHER PROPERTIES EVALUATED: 13601 S.W. 26 Street – 3,968 square feet @ \$20.93 per square foot, plus all charges for electricity, janitorial and custodial services and water and sewer charges. Too expensive and only has five parking spaces.

11880 S.W. 40 Street – 3,300 square feet @ \$17.00 per square foot, net of all utilities. 3rd floor space, has very limited parking.

COMMENTS: State law and administrative procedures permit the State of Florida Department of Health, Miami-Dade County Health Department to lease space through Miami-Dade County. County programs will not operate from this location, and no County funds will be expended for this property.

This resolution authorizes the lease agreement be assigned to the State of Florida Department of Health, Miami-Dade County Health Department, which transfers all legal and financial responsibilities of the County to the State of Florida Department of Health.


Assistant County Manager



MEMORANDUM

(Revised)

TO: Hon. Chairperson Barbara Carey-Shuler, Ed.D.
and Members, Board of County Commissioners

DATE: October 19, 2004

FROM: Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 7(F)(1)(C)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved _____ Mayor

Agenda Item No. 7(F)(1)(C)

Veto _____

10-19-04

Override _____

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF LEASE AGREEMENT AND ASSIGNMENT OF LEASE AGREEMENT AT 11865 S.W. 26 STREET, BUILDING I, SUITE 6, MIAMI, FLORIDA WITH THE UNITED STATES DEVELOPMENT LTD., A FLORIDA LIMITED PARTNERSHIP, FOR PREMISES TO BE UTILIZED BY THE STATE OF FLORIDA DEPARTMENT OF HEALTH, MIAMI-DADE COUNTY HEALTH DEPARTMENT FOR ITS WOMEN'S HEALTH/FAMILY PLANNING PROGRAM, AND AUTHORIZING THE COUNTY MANAGER TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the Lease Agreement and Assignment of Lease Agreement between Miami-Dade County and United States Development Ltd., a Florida Limited Partnership, for premises to be utilized by the State of Florida Department of Health, Miami-Dade County Health Department for its Women's Health/Family Planning Program, in substantially the form attached hereto and made a part hereof; authorizes the County Manager to execute same for and on behalf of Miami-Dade County, and authorizes the County Manager to exercise any and all other rights conferred therein.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson
Katy Sorenson, Vice-Chairperson


Bruno A. Barreiro
Betty T. Ferguson
Joe A. Martinez
Dennis C. Moss
Natacha Seijas
Sen. Javier D. Souto

Jose "Pepe" Diaz
Sally A. Heyman
Jimmy L. Morales
Dorrian D. Rolle
Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this 19th day of October, 2004. This Resolution and contract, if not vetoed, shall become effective in accordance with Resolution No. R-377-04.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency. 

Hugo Benitez

By: _____
Deputy Clerk

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LEASE AGREEMENT

THIS AGREEMENT made on the day of , 2004, by and between UNITED STATES DEVELOPMENT LTD., a Florida Limited Partnership, hereinafter called the "LANDLORD," and MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter called the "TENANT,"

WITNESSETH:

That LANDLORD, for and in consideration of the restrictions and covenants herein contained, hereby leases to TENANT and TENANT hereby agrees to lease from LANDLORD the demised premises described as follows:

Approximately 2,070 rentable square feet of air conditioned space together with parking in common with other tenants, at 11865 S.W. 26 Street, Building I, Suite 6, Miami, Florida.

TO HAVE AND TO HOLD unto the said TENANT for a term of Five (5) years, commencing upon the effective date of the resolution of the Board of County Commissioners approving this lease agreement, completion of alterations by LANDLORD, acceptance of leased space by TENANT, which will not be unreasonably withheld or delayed and terminating five (5) years thereafter for an annual rent for the first year of FORTY-ONE THOUSAND FOUR HUNDRED dollars and 00/100 (\$41,400.00), payable in twelve (12) equal monthly installments of THREE THOUSAND FOUR HUNDRED FIFTY and 00/100 (\$3,450.00) for the first year. Rent shall be payable on the first day of every month at 6965 Granada Boulevard, Coral Gables, Florida 33146 or at such other place and to such other person as LANDLORD may from time to time designate in writing, as set forth herein. The rent for the second to the fifth years of the initial lease term shall increase as set forth below:

<u>Initial Term</u>	<u>Rate Per Square Foot</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>
Year 2	\$20.50	\$42,435.00	\$3,536.25
Year 3	\$21.00	\$43,470.00	\$3,622.50
Year 4	\$21.50	\$44,505.00	\$3,708.75
Year 5	\$22.00	\$45,540.00	\$3,795.00

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED BY THE RESPECTIVE PARTIES HERETO:

ARTICLE I
USE OF DEMISED PREMISES

The area of the demised premises shall be used by TENANT for the Miami-Dade County Health Department and for the performance of work incidental thereto, which will necessarily entail services performed for the general public.

ARTICLE II
CONDITION OF DEMISED PREMISES

TENANT hereby accepts the demised premises to be in a state of good repair and suitable for usage by TENANT at the commencement of this Lease Agreement.

ARTICLE III
UTILITIES

LANDLORD, during the term hereof, shall pay all charges for electricity, water, trash disposal services, used by TENANT.

ARTICLE IV
MAINTENANCE

LANDLORD agrees to provide, repair or replace, as necessary, and maintain and keep in good repair, condition, and appearance, during the term of this Lease Agreement or any extension or renewal thereof, the interior and exterior of the building and the following:

- Janitorial and custodial services of the common area in common with other tenants;
- Plumbing and electrical lines, fixtures, and equipment;
- Halls, lavatories;
- Trash and refuse disposal;
- Air-conditioning and heating equipment;
- Roof and roof leaks;
- Windows, doors, and frames;
- Fire equipment, including inspection as required by applicable fire codes.

LANDLORD, at its sole cost and expense, shall perform or cause to be performed in the demised premises during the term of this Lease Agreement (except for Saturdays, Sundays, and holidays) the aforementioned maintenance.

Upon the failure of LANDLORD to effect repairs or perform the above-stated services pursuant to this Lease Agreement after five (5) days' written notification to do so by TENANT, TENANT may cause the repairs to be made and deduct their cost from the rental payments due and to become due until in each instance TENANT has fully recovered such costs in accordance with audited costs of repair furnished by TENANT to LANDLORD. In the event of an emergency, TENANT after proper notification to the LANDLORD and failure of the LANDLORD to take immediate action, may perform repairs that are the LANDLORD's responsibility and receive a credit against rental payments or a cash reimbursement from LANDLORD for the actual costs thereof. During the term of this Lease Agreement or any renewal thereof, in TENANT's reasonable judgment a condition exists with respect to any matter in which the LANDLORD is obligated to maintain, that adversely affects TENANT's operations, and after proper notice, LANDLORD fails to repair same as required, TENANT may make such repairs and deduct the cost thereof from rental payments or any other amounts due to LANDLORD hereunder. All of the aforesaid repairs shall be made with reasonable diligence and in a good and workmanlike manner.

The TENANT is responsible for the interior janitorial services of the demised premises.

ARTICLE V **ALTERATIONS BY TENANT**

TENANT may not make any alterations, additions, or improvements in or to the demised premises without the written consent of LANDLORD. All additions, fixtures, or improvements (except but not limited to store and office furniture and fixtures which are readily removable without injury to the premises) shall be and remain a part of the premises at the expiration of this Lease Agreement. Subject to the above, any removable partitions installed by TENANT within the demised premises shall remain TENANT's property and may be removed by TENANT upon the expiration of the Lease Agreement or any renewal or cancellation thereof.

ARTICLE VI
DESTRUCTION OF PREMISES

In the event the demised premises should be destroyed or so damaged by fire, windstorm, or other casualty to the extent that the demised premises are rendered untenable or unfit for the purpose of Tenant, either party may cancel this Lease Agreement by the giving of written notice to the other. However, if neither party shall exercise the foregoing right of cancellation within sixty (60) days after the date of such destruction or damage, LANDLORD shall cause the building and demised premises to be repaired and placed in good condition as soon as practical thereafter. In the event of cancellation, TENANT shall be liable for rents only until the date of such fire, windstorm, or other casualty. In the event of partial destruction which shall not render the demised premises wholly untenable, the rents shall be proportionately abated in accordance with the extent to which TENANT shall be deprived of use and occupancy. TENANT shall not be liable for rent during such period of time, as the premises shall be totally untenable by reason of fire, windstorm, or other casualty.

ARTICLE VII
DISABLED INDIVIDUALS

LANDLORD understands, recognizes, and warrants to the best of its knowledge that all common areas are, and shall at all times be maintained, in accordance with the requirements for disabled individuals contained in the Americans with Disabilities Act of 1990 (the "ADA") and Section 553.501 et seq. of the Florida Statutes, as presently written and as may be hereafter amended.

LANDLORD further warrants that the demised premises and access thereto, including but not limited to rest rooms, hallways, entryways to the street, and accessible parking, if parking is provided under the Lease Agreement, shall be in compliance with the accessibility standards for government programs contained in the ADA and all requirements of Section 553.501 et seq. of the Florida Statutes. LANDLORD covenants and agrees that the demised premises and access thereto shall at all times be maintained in accordance with the requirements of Section 255.21 of the Florida Statutes at LANDLORD's cost and expense, except where changes are required as a result of TENANT's change in program or work force.

LANDLORD agrees to correct any and all violations of the obligations of LANDLORD under this Section within thirty (30) days of written notice by TENANT of the existence of the same, provided that, if such violations cannot feasibly be corrected within said thirty (30) day period, then LANDLORD agrees to commence such repairs within said thirty (30) day period and to diligently pursue the completion of same within a reasonable period thereafter.

LANDLORD recognizes and agrees that throughout the term of the Lease Agreement, TENANT may in its discretion change its employees or programs which operate from the leased demised premises. LANDLORD agrees that TENANT MAY, at TENANT's expense and subject to LANDLORD's prior reasonable approval, make such changes to the leased demised premises or the access thereto as may be required by TENANT to accommodate disabled individuals or to provide program accessibility in connection with any such change in TENANT's programs or work force.

ARTICLE VIII

NO LIABILITY FOR PERSONAL PROPERTY

All personal property placed or moved in the demised premises above described shall be at the risk of TENANT or the owner thereof. LANDLORD shall not be liable to TENANT for any damage to said personal property unless caused by or due to negligence or willful misconduct of LANDLORD, LANDLORD's agents or employees.

ARTICLE IX

SIGNS

Interior/exterior signs will be of the design and form of letter to be first approved by LANDLORD, the cost of painting to be paid by LANDLORD. All signs shall be removed by LANDLORD at termination of this Lease Agreement.

ARTICLE X

LANDLORD'S RIGHT OF ENTRY

LANDLORD or any of its agents shall have the right to enter said demised premises during all reasonable working hours, unless an emergency exists, to examine the same or to make such repairs,

additions, or alterations as may be deemed necessary for the safety, comfort, or preservation thereof of said building or to exhibit said demised premises and to put or keep upon the doors or windows thereof a notice "FOR RENT" at any time within thirty (30) days before the expiration of this Lease Agreement.

ARTICLE XI
LIABILITY FOR DAMAGE OR INJURY

TENANT shall not be liable for any damage or injury which may be sustained by any party or person on the demised premises other than the damage or injury caused solely by the negligence of TENANT, subject to all limitations of Florida Statutes, Section 768.28.

ARTICLE XII
PEACEFUL POSSESSION

Subject to the terms, conditions, and covenants of this Lease Agreement, LANDLORD agrees that TENANT shall and may peaceably have, hold, and enjoy the demised premises above described, without hindrance or molestation by LANDLORD.

ARTICLE XIII
SURRENDER OF PREMISES

TENANT agrees to surrender to LANDLORD at the end of the term of this Lease Agreement, or any extension thereof, said leased demised premises in as good condition as said premises were at the beginning of the term of this Lease Agreement, ordinary wear and tear and damage by fire and windstorm or other acts of God excepted.

ARTICLE XIV
INDEMNIFICATION AND HOLD HARMLESS

TENANT does hereby agree to indemnify and hold harmless the LANDLORD to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby the TENANT shall not be held liable to pay a personal injury or property damage claim or judgment by

any one person which exceeds the sum of \$100,000 or any claim or judgments or portions thereof, which, when totaled with all other occurrence, exceeds the sum of \$200,000 from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise solely as a result of the negligence of the TENANT. However, nothing herein shall be deemed to indemnify the LANDLORD from any liability or claim arising out of the negligent performance or failure of performance of the LANDLORD or any unrelated third party.

ARTICLE XV **SUCCESSORS IN INTEREST**

It is hereby covenanted and agreed between the parties that all covenants, conditions, agreements, and undertakings contained in this Lease Agreement shall extend to and be binding on the respective successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

ARTICLE XVI **ASSIGNMENT BY LANDLORD**

If the interests of LANDLORD under this Lease Agreement shall be transferred voluntarily or by reason of foreclosure or other proceedings for enforcement of any mortgage on the premises, TENANT shall be bound to such transferee (herein sometimes called the "Purchaser") for the balance of the term hereof remaining, and any extension or renewals thereof which may be effected in accordance with the terms and provisions hereof, with the same force and effect as if the Purchaser were the LANDLORD under this Lease Agreement, and TENANT does hereby agree to attorn to the Purchaser, including the Mortgagee under any such mortgage if it be the Purchaser, as its LANDLORD, said attornment to be effective and self-operative without the execution of any further instruments upon the Purchaser succeeding to the interest of the LANDLORD under this Lease Agreement. The respective rights and obligations of TENANT and the Purchaser upon such attornment, to the extent of the then remaining balance of the term of this Lease Agreement and any such extensions and renewals, shall be and are the same as those set forth herein. In the event of such transfer of LANDLORD's interests, LANDLORD shall be released and relieved from all liabilities and responsibility to TENANT thereafter accruing under this Lease Agreement

or otherwise and LANDLORD's successor by acceptance of rent from TENANT hereunder shall become liable and responsible to TENANT in respect to all obligations of the LANDLORD under this Lease Agreement. Notwithstanding any law to the contrary, LANDLORD and TENANT agree that the rights created by this Lease Agreement shall not be subordinate to any other instruments affecting the premises, such as mortgages, subsequent purchase agreements, or encumbrances, whether presently in existence or later created or filed.

ARTICLE XVII
NON-DISTURBANCE

The Lease Agreement shall be subordinate and subject to all ground or underlying leases and mortgages covering the fee of the property, or which at any time thereafter affect the property, and to all renewals, modifications, or replacements thereof; provided, however, that with respect to any ground lease agreement, underlying lease agreement, or mortgage subsequent to the date of this Lease Agreement, such subordination shall not be effective unless and until landlord shall obtain from any and all such ground lessors, underlying lessors, and/or lenders a written agreement with tenant wherein any and all such ground lessors, underlying lessors, and/or lenders shall agree that the Lease Agreement shall not be divested or in any way affected by foreclosure, other default proceedings, or other succession in interest by or under any ground lease agreement, lease agreement mortgage, or obligation secured thereby, so long as tenant complies with the terms, conditions, and covenants of this Lease Agreement and performs its obligations under this Lease Agreement (said agreement being referred to herein as a "Non-Disturbance Agreement"). If landlord shall so fail to obtain a Non-Disturbance Agreement from any ground lessor, holder of any mortgage, or underlying lessor, then the parties recognize that this Lease Agreement shall be and remain superior to any such ground lease agreement, underlying lease agreement, and/or mortgage entered into or executed subsequent to the date of this Lease Agreement. Further, with respect to any and all existing ground lease agreement, underlying lease agreement, and/or mortgage, prior to the commencement of the construction of LANDLORD's Work landlord shall obtain from any and all ground lessors, underlying lessors, and/or lenders a Non-Disturbance Agreement. LANDLORD and TENANT agree that the terms,

conditions, and covenants contained here in shall not be altered or affected by any subsequent change in ownership of the Property by reason of foreclosure, conveyance, or otherwise. Any document purporting to transfer ownership in the Property, whether presently in existence or not, shall be subordinate to this Agreement, and subject to the terms, obligations, and covenants herein. In the event that a change of ownership in the Property results in any additional costs to TENANT by material alteration of the terms of this Agreement, LANDLORD agrees to indemnify TENANT for such costs.

ARTICLE XVIII **OPTION TO RENEW**

Provided this Lease Agreement is not otherwise in default, TENANT through its County Manager or his designee, is hereby granted the option to extend this Lease Agreement for one (1) additional Five (5) year renewal period upon the same terms and conditions, except that the rental rate shall be adjusted by a fifty cent (\$.50) per square foot increase each renewal year, by giving landlord notice in writing at least Sixty (60) days prior to the expiration of this Lease Agreement or any extension thereof. Should TENANT neglect to exercise any extension option by the date specified above, TENANT's right to exercise shall not expire until Thirty (30) business days after notice from LANDLORD of TENANT's failure to exercise the option.

ARTICLE XIX **ASSIGNMENT**

The LANDLORD agrees to the assignment and delegation of all rights, duties and responsibilities of the Lease Agreement to the Florida Department of Health, Dade County Health Department, as evidenced by the attached Acknowledgment (Exhibit A), which is made a part hereof.

ARTICLE XX **CANCELLATION**

TENANT, through its County Manager or his designee, shall have the right to cancel this Lease Agreement or any portion thereof at any time, after the initial first year period by giving LANDLORD at least One Hundred, Twenty (120) days' written notice prior to its effective date.

ARTICLE XXI
NOTICES

It is understood and agreed between the parties hereto that written notice addressed and sent by certified or registered mail, return receipt requested, first class, postage prepaid and addressed as follows:

TENANT:

Real Estate Management Section
Facilities and Utilities Management Division
General Services Administration
111 NW First Street, Suite 2460
Miami, Florida 33128

LANDLORD:

United States Development Ltd.
6965 Granada Boulevard
Coral Gables, Florida 33146

shall constitute sufficient notice to TENANT, and written notice addressed to LANDLORD, and mailed or delivered to the address as stated above, shall constitute sufficient notice to LANDLORD to comply with the terms of this Lease Agreement. Notices provided herein in this paragraph shall include all notices required in this Lease Agreement or required by law.

ARTICLE XXII
HEATING, VENTILATION, AND AIR CONDITIONING

LANDLORD acknowledges that it is responsible for providing at no cost or expense to TENANT, a good, sufficient, and safe heating, ventilation, and air-conditioning system to cool and heat the entire demised premises uniformly, and sufficient with TENANT's use of the demised premises.

ARTICLE XXIII
HVAC MAINTENANCE

LANDLORD shall be responsible for all repairs or replacement of the HVAC units serving the demised premises.

ARTICLE XXIV
ENVIRONMENTAL QUALITY

Without prejudice to any other obligation of LANDLORD pursuant to this Lease Agreement, LANDLORD shall at all times comply with the following requirements:

A. INDOOR AIR QUALITY. LANDLORD shall at all times maintain the Heating, Ventilating, and Air Conditioning System (HVAC) and shall perform at least the minimum periodic preventive maintenance on the HVAC system equipment as specified in the attached Exhibit "HVAC System Preventive Maintenance For Leased Space" and applicable to the TENANT premises.

B. WATER QUALITY. LANDLORD shall, prior to occupancy by TENANT and following any buildout, changes, or repairs by LANDLORD involving the plumbing system, have the drinking water sampled and tested for lead by a recognized Testing Laboratory. Results of such tests shall not exceed the EPA standard for lead in drinking water of 15 PPB. The drinking water test shall be paid for by the LANDLORD and the original test results shall be furnished to the TENANT.

C. NOTICE OF PEST MANAGEMENT OPERATIONS. The use of pesticide sprays or dusts in the leased premises as part of pest control services shall only be used in places of infestation as demonstrated by sticky traps or other such devices and TENANT observation but never as a preventative. Such spot sprays or dusts shall be only after normal working hours to allow for ventilation before TENANT employees re-enter the TENANT premises. TENANT encourages LANDLORD to employ the use of traps, baits, or portable vacuums before resorting to pesticide sprays or dusts. LANDLORD shall give TENANT twenty-four (24) hours' notice prior to commencement of pest control services that include sprays or dusts with any kind of pesticide or other chemicals. LANDLORD shall provide reasonable assurance that any and all such chemicals are being handled in accordance with the Material Safety Data Sheet (MSDS) provided by their manufacturer.

D. NOTICE OF RENOVATION OPERATIONS. LANDLORD shall act to prevent the degradation of indoor air quality during any building renovation, remodeling, and similar activities that could allow off-gassing from embodied chemicals in construction materials, furniture, or equipment into spaces occupied by and common areas used by TENANT. LANDLORD and its designated contractor will use only nontoxic paint or other surface coatings, and will cause the space to be continuously ventilated

with outside air to prevent the build-up of chemical gases from construction materials, carpet, carpet glues, or other emissive materials during the buildout or renovation of the demised space.

ARTICLE XXV
OPTION TO TAKE SPACE IN BUILDING

Provided this Lease Agreement shall be in full force and effect and TENANT shall not be in default in the payment of rent beyond any curative period, TENANT shall have the option from time to time to lease all or any part of LANDLORD's available space in the Building upon the same then-current terms and conditions as the space initially leased by notifying LANDLORD in writing.

LANDLORD shall, at LANDLORD's costs, provide to TENANT improvements equivalent to or better than LANDLORD's standard improvements as set by industry standards in the West Dade market area, and deliver to TENANT possession of such space in the manner provided herein within one hundred and twenty (120) days from such notice or such other date of occupancy in TENANT's notice.

ARTICLE XXVI
HOLDOVER

If TENANT, with LANDLORD's consent, remains in possession of the premises after expiration of the term and if LANDLORD and TENANT have not executed an expressed written agreement as to such holding over, then such occupancy shall be a tenancy from month-to-month at a monthly rental for the first month, after expiration of the term, equivalent to one hundred percent (100%) of the monthly rental in effect immediately prior to expiration, such payments to be made as herein provided. In the event of such holding over, all of the terms of the Lease Agreement including the payment of all charges owing hereunder other than rent shall remain in force and effect on said month-to-month basis.

ARTICLE XXVII
WRITTEN AGREEMENT

This Lease Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by resolution approved by the Board of County Commissioners.

IN WITNESS WHEREOF, LANDLORD and TENANT have caused this Lease Agreement to be executed by their respective and duly authorized officers the day and year first above written.

UNITED STATES DEVELOPMENT LTD.
a Florida Limited Partnership

WITNESS

WITNESS

By: _____
Luis Cruz (LANDLORD)
President

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
George M. Burgess
County Manager (TENANT)

IN WITNESS WHEREOF, LANDLORD and TENANT have caused this Lease Agreement to be executed by their respective and duly authorized officers the day and year first above written.

UNITED STATES DEVELOPMENT LTD.
a Florida Limited Partnership

George H. Cruz
WITNESS
[Signature]
WITNESS
[Signature]

By: [Signature]
Luis Cruz (LANDLORD)
President

(OFFICIAL SEAL) -

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
George M. Burgess
County Manager (TENANT)

EXHIBIT

HVAC SYSTEM PREVENTIVE MAINTENANCE FOR LEASED SPACE

The following components are typically found in the Heating, Ventilating, and Air Conditioning (HVAC) systems in Miami-Dade County buildings; each component has the typical maintenance activity and minimum frequency noted:

- I. **FILTERS** - Applicable to all supply conditioned air to TENANT premises:
 - A. High-efficiency type (ASHRAE rated 85%) - preferred - changed every 2 years.
 - B. Electrostatic antimicrobial - minimum acceptable - cleaned every 30 days.
- II. **OUTSIDE AIR INTAKE** - applicable on all central systems:
 - A. Check for cleanness and operation if motorized louvers - filter preferred - quarterly.
- III. **TEMPERATURE AND HUMIDITY** - Temperature 73-78 degrees - Humidity 50-60%:
 - A. ASHRAE generally accepted comfort zone for South Florida.
 - B. Check controls and verify temperature and humidity are at or near guidelines - monthly.
- IV. **AIR HANDLER** - Separate type or self contained in AC package unit as applicable:
 - A. Clean coils and check for leaks and loose connections - check quarterly.
 - B. Lubricate fan motors and check belts - quarterly.
 - C. Check air intake and exhaust - quarterly.
 - D. Check fan motors for overheating and vibration - quarterly.
 - E. Check structural frame for sturdiness - quarterly.
 - F. Check and clean contact points in switches - quarterly.
 - G. Check condensate drip pan for standing water. Clean and spray with algicide quarterly.
 - H. Check, remove trash, and clean condensate drain and trap - quarterly.
- V. **COMPRESSOR** - Separate or self-contained in AC package unit as applicable:
 - A. Check for indication of leakage - monthly.
 - B. Check pressure and temperature - quarterly.
- VI. **PUMPS** as applicable:
 - A. Inspect belts for damage, tension, and alignment - quarterly.
 - B. Check bearings and seals (motor and pump) - quarterly or semi-annually.
 - C. Check phase voltage and impeller - yearly.
- VII. **COOLING TOWER** as applicable:
 - A. Check water level - minimum monthly - prefer weekly.
 - B. Check oil level in gear reducers - monthly.
 - C. Check for leaks and excessive noise or vibration - monthly.
 - D. Check water quality/chemical treatment - monthly.
- VIII. **BUILDING EXTERIOR:**
 - A. Check for water infiltration into walls or above ceilings to prevent mold and mildew - quarterly.
- IX. **CEILING TILES:**
 - A. Check and replace any ceiling tile that shows water stains to prevent mold spores - quarterly.
- X. **SUPPLY AND RETURN AIR DUCTS:**
 - A. Remove ceiling diffuser and clean, check for visible sign of dirt around the opening or dirt coming out of duct openings on supply air diffusers - yearly. If they are dirty, then clean the ducts.

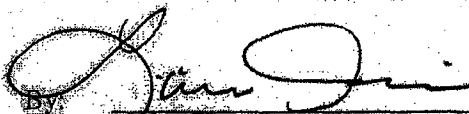
EXHIBIT A

ACKNOWLEDGMENT

This is to acknowledge that the General Services Administration Facilities and Utilities Management Division of Miami-Dade County, is acting as our Leasing Agent. It is understood that all leases for rental facilities will be facilitated by Miami-Dade County and approved by its Board of County Commissioners for the Miami-Dade County Health Department, a State agency, under the State of Florida Department of Health. This is to confirm that once a lease is approved and properly executed, the Miami-Dade County Health Department will be solely responsible for all legal obligations under the Lease Agreement, including but not limited to all rental payments and/or renovation costs due the Landlord. It is further understood that Miami-Dade County health Department and Miami-Dade County is to be held harmless for all fees, assessments and legal obligations of said leases, subject to all limitations of Florida Statutes, Section 768.28.

As our Leasing Agent, Miami-Dade County shall be authorized to exercise renewal options, cancellations and facilitate Amendments to all subject leases, on behalf of the Miami-Dade County Health Department.

STATE OF FLORIDA DEPARTMENT OF HEALTH
MIAMI-DADE COUNTY HEALTH DEPARTMENT

By 
Lillian Rivera, RN, MSN
Administrator

M.2

DATE

2/27/14